

Understanding

Between

The Department of the Interior of the United States of America

and

The Executive Coordination Secretariat of the President, The Ministry of Culture and Sports, The Ministry of the Environment and Natural Resources, The National Council of Protected Areas Secretariat, The Ministry of National Defense and the Tourism Institute of Guatemala of the Government of the Republic of Guatemala

Regarding Collaboration for the Conservation of Natural and Cultural Resources

Section 1

The Department of the Interior (DOI) of the United States of America, on the one hand, and the Executive Coordination Secretariat of the President (SCEP), the Ministry of Culture and Sports (MICUDE), the Ministry of the Environment and Natural Resources (MARN), the National Council of Protected Areas Secretariat (SECONAP), the Ministry of National Defense (MND) and the Tourism Institute of Guatemala (INGUAT), all of the Government of the Republic of Guatemala (GOG), on the other hand, (hereinafter referred to as the Participants) hereby formalize and document an Understanding regarding collaborative work toward the conservation of natural and cultural resources in Guatemala.

The DOI is the United States Cabinet Agency with primary responsibility for the management of natural and cultural resources in public trust, including the national parks and wildlife refuges, and multiple use lands. The DOI draws upon the technical expertise of the 70,000 employees within its eight bureaus to provide targeted technical assistance tailored to the needs of other countries of interest and concern to the United States.

The GOG agencies are interested in increasing sustainable tourism opportunities within the country by, among other strategies, improving existing protected areas, ensuring that surrounding local communities benefit, and that the natural and cultural resources within existing protected areas are appropriately protected and conserved. The Participants share the view that a participatory park planning and management process of selected areas will best ensure that the various stakeholders are informed, consulted, and integrated into final decisions. To this end, the Participants benefit from a direct government to government partnership.

Section 2

All activities are to be conducted within applicable laws, regulations, and policies and within the capabilities of the Agencies and/or Institutes of both governments. The DOI intends to work in conjunction with the relevant agencies of the GOG, as appropriate, to complement the programs, activities and projects that the GOG is developing and coordinating in protected areas and archaeological sites. In the case of the Mayan Biosphere Reserve (MBR) and Petén, the DOI intends to coordinate through the Inter-Institutional Committee and its appropriate GOG Coordination Unit.

The Participants intend that this Understanding does not constitute an agreement binding under international law.

Section 3

Forms of cooperation under this Understanding may consist of on-site or long-distance technical consultations, exchanges of technical information, participation in training courses, conferences and symposia, or site visits, among others.

Working collaboratively, the Participants recognize that their organizations offer unique and complementary strengths and capabilities that are essential to the success of this project. The Participants note several circumstances that would make collaboration beneficial:

- The GOG Agencies are committed to the development of sustainable tourism destination sites as a method of effectively protecting natural and cultural resources in accordance with the MBR Sustainable Development Strategy and the Sustainable Tourism Strategy for Petén, as well as the MBR Master Plan and other applicable guidelines.
- The GOG Agencies are committed to mitigate internal and external threats to protected area resources.
- The GOG Agencies, appropriate nongovernmental organizations, and local communities that have a presence on-site at relevant protected areas and archaeological sites should help facilitate implementation of collaborative activities.
- The DOI is a world leader in the management of protected areas for natural and cultural resources, offering technical experts in a wide array of relevant disciplines, including, but not limited to:
 - park planning and infrastructure design including special care for archaeological sites;
 - visitor education and services;
 - anti-poaching and anti-looting; and
 - management of protected areas, archaeological sites, and natural and cultural resources.

The cultural and/or protected area projects under this Understanding could benefit from the funding provided by interested international and local organizations.

Section 4

Any activity conducted under this Understanding is contingent on the availability of personnel and funding. All travel to be conducted under this Understanding should be decided and agreed upon by both Participants. This Understanding, of itself, does not obligate any specific amount or source of government funding or otherwise to allocate any specific government resources. Nothing herein can be construed as binding the United States to expend any sum in excess of appropriations made by Congress for any specific purpose or period.

Section 5

The Participants may establish mutually acceptable written annexes to this Understanding to specify activities considered part of this Understanding. The details of the annexes should be decided upon by the exchange of written communications between the Participants. The annexes may describe activities, such as training and technical assistance to be provided by one Participant to another, as the specific sites to which they are targeted.

Section 6

Activities under this Understanding commence upon signature by all the Participants and continue for 10 years. The Understanding may be modified or extended by mutual written decision. A Participant may discontinue its involvement in activities covered by this Understanding at any time, but should notify the other Participants in writing 90 days in advance. The Participants intend to consult regarding the continuation of activities underway at the time of a Participant's withdrawal from this Understanding.

Signed in Washington, DC, this twelfth day of September 2006, in duplicate in the English and Spanish languages.

FOR THE DEPARTMENT OF
THE INTERIOR OF THE
UNITED STATES OF AMERICA

FOR THE EXECUTIVE
COORDINATION SECRETARIAT OF
PRESIDENT OF GUATEMALA

FOR THE MINISTRY OF CULTURE
NATIONAL COUNCIL OF
AND SPORTS OF GUATEMALA

FOR THE MINISTRY OF THE
ENVIRONMENT AND NATURAL
RESOURCES

NATIONAL COUNCIL FOR
PROTECTED AREAS SECRETARIAT
OF GUATEMALA

FOR THE TOURISM INSTITUTE OF
GUATEMALA